

September 15, 2005

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER  
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: ROXANN M. PARKER  
STATE CONTRACT PROCUREMENT OFFICER, III  
302-857-4555

SUBJECT: **AWARD NOTICE #1 – Effective May 1, 2007**  
**CONTRACT NO. 05-202-SM**  
PAINTS, SUPPLIES & LADDERS

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## **KEY CONTRACT INFORMATION**

### **1. MANDATORY USE CONTRACT:**

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**REF: Title 29, Chapter 6911(d) Delaware Code.** Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

### **2. CONTRACT PERIOD:**

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Each Vendors contract shall be valid for the period from October 1, 2005 through August 31, 2007. Each contract may be renewed for two (2), one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

**This contract has been extended for an additional year, ending on August 31, 2008.**

### **3. VENDORS:**

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<b><u>DURON PAINTS &amp; WALLCOVERINGS</u></b> Business Unit of the Sherwin Williams Co. Federal E.I. No.: 34-0526850	
GOVERNMENT SALES MANAGER: <b>Craig C. Mackay</b> <b>10406 Tucker Street</b> <b>Beltsville, MD 20705</b> <b>Cell – (571) 213-8684</b> <b>Voice Mail – (800) 723-8766 Ext. 3161</b>	
DURON, INC. 1712 Newport Gap Pike Wilmington, DE 19808 Contact: Store Manager Phone No.:302.998.3747 Fax No.:302.998.3730	DURON, INC. Sunshine Plaza #6 Fenwick Island, DE 19944-9370 Contact: Store Manager Phone No.:302.539.5200 Fax No.:302.537.4550
DURON, INC. 18585 Unit #9 Coastal Hwy. Rehoboth Beach, DE 19971-9735 Contact: Store Manager Phone No.:302.645.6131 Fax No.:302.645.4835	DURON, INC. Suite#1 Murphy Road Plaza Wilmington, DE 19803 Contact: Store Manager Phone No.:302.658.3370 Fax No.:302.658.3374
DURON, INC. 506 Jefferic Blvd. Dover, DE 19901-2519 Contact: Store Manager Phone No.:3020.730.9130 Fax No.:302.730.9135	

**4. SHIPPING TERMS:**

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F.O.B. destination, freight pre-paid.

**5. DELIVERY AND PICKUP:**

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Ship Stock: 2 Days ARO  
Ship Non-Stock: 5 Days ARO  
Minimum Order: None

**6. PRICING:**

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Prices will remain firm for the first year of the contract, and may be adjusted for the additional year(s) based on market conditions.

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
1.	Interior, Water Base Vinyl-Acrylic, Flat Latex.  <b>Duron:</b> Plastic Kote, Int. DU0017 Series.	1 GL White 5GL White 1GL Colors 5GL Colors	\$6.89 \$33.45 \$7.09 \$34.45
1A.	Interior, Water Base Flat, No Odor, Low VOC  <b>Duron:</b> Genesis DU0060 Series.	1 GL White 5 GL White 1 GL Colors 5 GL Colors	\$6.89 \$33.45 \$7.09 \$34.45
2.	Interior, Water Base Vinyl-Acrylic, Eggshell or Low Sheen,  <b>Duron:</b> Plastic Kote, Interior Eggshell DU0029	1 GL White 5 GL White 1 GL Colors 5 GL Colors	\$7.56 \$37.80 \$7.76 \$38.80
2A.	Interior, Water Base, Eggshell or Low Sheer, No Odor, Low VOC, White and pastel shades only.  <b>Duron:</b> Genesis DU0079 Series.	1 GL White 5 GL White 1 GL Colors 5 GL Colors	\$7.93 \$39.15 \$7.93 \$39.15

ITEM NO	DESCRIPTION	UNIT	UNIT PRICE
3.	Interior, Water Base Vinyl-Acrylic Semi-Gloss Latex.  <b>Duron:</b> Plastic Kote, Semi-Gloss DU 00122 Series	1 GL White 5 GL White 1 GL Colors 5 GL Colors	\$7.89 \$38.40 \$8.45 \$41.70
3A.	Interior, Water Base, Low Luster Or Semi Gloss, No Odor, Low VOC, White and pastel shades only.  <b>Duron:</b> Genesis DU 0083 Series	1 GL White 5 GL White 1 GL Colors 5 GL Colors	\$11.76 \$58.80 \$11.76 \$58.80
4.	Interior-Exterior, High-Gloss, Acrylic Latex Enamel,  <b>Duron:</b> DuraClad DTM DU0095	1 GL White 5 GL White 1 GL Colors 5 GL Colors	\$9.98 \$49.40 \$10.20 \$49.90
5.	Block Filler, Interior-Exterior  <b>Duron:</b> Block Kote Block Filler DU008126	5 GL White 5 GL Colors	\$18.80 \$18.80
6.	Primer, Acrylic Latex Flat,  <b>Duron:</b> Acrylic Enamel Undercoater DU0004123	1 GL White 5 GL White 1 GL Colors 5 GL Colors	\$6.36 \$31.82 \$6.36 \$31.82
6A.	Interior, Water Base, Primer, No Odor, Low VOC,  <b>Duron:</b> Duron T-2 Primer DU0071218	1 GL White 5 GL White 1 GL Colors 5 GL Colors	\$8.52 \$42.60 \$8.52 \$42.60
7.	Exterior, Water Base, Latex, Semi-Gloss,  <b>Duron:</b> Weathershield DU0003	1 GL White 5 GL White 1 GL Colors 5 GL Colors	\$9.65 \$47.55 \$9.85 \$48.55
8.	Exterior, Acrylic Latex, Porch and Deck Enamel, Hi-Gloss,  <b>Duron:</b> Porch & Floor DU00145	1 GL White 5 GL White 1 GL Colors 5 GL Colors	\$12.29 \$60.45 \$12.29 \$60.45

ITEM NO	DESCRIPTION	UNIT	UNIT PRICE
9.	Aluminum, Oil Base to 400°F, Ready Mix,  <b>Duron:</b> DuraClad 01213446	1 GL 5 GL	\$10.50 \$51.00
10.	Latex Silicone Type, Water Repellent, Water Base,  <b>Duron:</b> Seal Krete 201001/005	1 GL 5 GL	\$8.88 \$43.85
11.	Polyurethane Varnish, Latex, Acrylic, Water Reducible Pigment-none,  <b>Duron:</b> Minwax Polycrylic	1 GL 5 GL	\$20.00 \$95.00
12.	Thinner, Mineral Spirits, Odorless.  <b>Duron:</b> Mineral Spirits	Quart 1 gal. 5 gal.	\$1.75 \$3.49 \$16.99
13.	Spray Paint, Enamel Quick-Dry, Hi-Gloss, 11 ounce cans.  <b>Duron:</b> Color Touch DU00076 Series  Glossy White Royal Blue Kelly Green Sun Yellow Flat Black Fire Red Walnut Gloss Black Flat White Gray Primer Red Oxide Primer Aluminum Gold Clear Gloss Almond	Each	\$1.32
14.	Red Oxide Metal Primer Pigment, Red Oxide, Zinc Oxide Complex Silicates for application where light rust exists.  <b>Duron:</b> DuraClad Red DU00033015	1 GL 5 GL	\$8.25 \$37.10

**PAINT BRUSH SPECIFICATIONS**  
(Groups 1 thru 9 only)

ALL PAINT BRUSHES SHALL CONFORM TO THE FOLLOWING REQUIREMENTS AS LISTED HEREIN AND ON THE ATTACHED SHEETS:

1. – FILAMENTS: Round/Solid/Tapered. See individual specification.
2. – BRISTLES: See each individual specification.
3. – HANDLES: Close grained hardwood enamel varnish or lacquer finish or non-slip resin.  
Shape of handle indicated on each individual brush specification.
4. – FERRULES: Non-corrosive, rust resistant. Ferrules and nails shall show no rust after 30 days at 100% RH and 73 degrees F. 0.012" thickness min. and 1-1/2" depth min. See variation for 6" WALL BRUSH.
5. – NAILS: 5/16" annual threaded – rust resistant. 4 nails minimum per 1 inch through 3 inch brushes and 6 nails minimum for 4 inch and 6 inch brushes.
6. – HOLD: Epoxy – 3/8" min. NO loose filaments or bristles.
7. – DIVIDERS: Wooded – Angular Sash, Flat Sash, and Enamel Brushes = 1 divider, 3 & 4 inch Wall Brushes = 2 dividers, 6 inch Wall Brush = 4 dividers
8. – TOLERANCES: "Thickness" and "Length Out" =+ or – 1/16"  
"Weight of Filament or Bristle" =+10%

## **SPECIAL FEATURES**

**Groups 1 thru 10 shall be domestic brands only. Wooster, Bestt-Liebco, Purdy, Rubberset, Corona or other approved domestic brand.**

### Group One

Brushes in this group are of the finest quality for use with latex and oil base paints. These brushes are recommended for painting woodwork, trim, doors and cabinets.

### Group Two

Brushes in this group are of the finest quality for use with latex and oil base paints. These brushes are recommended for painting window sash and trim, small objects and difficult to reach areas.

### Group Three

Brushes in this group are of the finest quality for use with latex and oil base paints. These brushes are recommended for painting walls, floors, shingles, siding, woodwork, trim, furniture, doors and cabinets.

### Group Four thru Nine

Brushes in these groups are of the finest quality with the finest filament materials blended for smooth even paint flow, improved paint pick up, less drag and reduced brush strokes, and easier, more precise cutting in.

### Group Ten – Economy Brushes

Brushes in this group are for use with latex and oil base paints. These brushes are recommended for trim and touch up painting as well as doors, floors and other large flat surfaces.

### Group Eleven – Throw Away Brushes

Brushes in this group are for use with oil base paint. They can also be used in light grease and oil application. These brushes are inexpensive touch up and trim brushes and are intended to be throw aways.

TOP OF THE LINE BRUSHES

Paint and varnish brush, angular sash, polyester/nylon filament, long sash handle, fine chisel, tapered from sash to brushing edge.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>PRICE EACH</u>
<b>GROUP ONE</b>		
15.	2" size, min. thickness 9/16", length out 2-5/8" min., weight of filament 1.1 oz. min.  Manufacturer <u>Bestt Liebco/Silver Squirrel</u> Cat. # or Trade Name 001176221	<u>\$5.31</u>
16.	2-1/2" size, min. thickness 5/8", length out 2-7/8", min., wt. of filament 1.6 oz. min.  Manufacturer <u>Bestt Liebco/Sycamore</u> Cat. # or Trade Name 0011-48675	<u>\$7.05</u>
17.	3" size, min. thickness 11/16", length out 3-1/8", min., wt. of filament 2.2 oz. min.  Manufacturer <u>Bestt Liebco/Sycamore</u> Cat. # or Trade Name 0011-48683	<u>\$8.65</u>

Paint and varnish brush, flat sash brush, polyester/nylon filament, long sash handle, fine chisel, tapered from ferrule to brushing edge.

<u>ITEM NO.</u>	<u>GROUP TWO</u>	<u>PRICE EACH</u>
18.	2" size, min. thickness 9/16", length out 2-5/8", min. wt. of filament 1.1 oz. min.  Manufacturer <u>Bestt Liebco/Silver Otto (labeled Duron)</u> Cat. # or Trade Name 0098-90585	<u>\$6.01</u>
19.	2-1/2" size, min. thickness 5/8", length out 2-7/8", min. wt. of filament 1.6 oz., min.  Manufacturer <u>Bestt Liebco/Silver Otto (labeled Duron)</u> Cat. # or Trade Name <u>0011-76569</u>	<u>\$6.56</u>
20.	3" size, min. thickness 11/16", length out 3-1/8", min., st. of filament 2.2 oz. min.  Manufacturer <u>Bestt Liebco/Silver Otto (labeled Duron)</u> Cat. # or Trade Name 001176676	<u>\$7.99</u>



TOP OF THE LINE BRUSHES

Paint and varnish brush, wall brush, polyester/nylon filament, beavertail nylon filament, beavertail handle, flat trim slight taper from ferrule to brushing edge.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>PRICE EACH</u>
<b>GROUP THREE</b>		
21.	3" size, min. thickness 7/8", length out 3-5/8", min. wt. of filament 2.7 oz min.  Manufacturer <u>Wooster</u> Cat. # or Trade Name J4612 0059-74837	<u>\$10.61</u>
22.	4" size, min. thickness 7/8", length out 3-7/8", min. wt. of filament 4.0 oz min.  Manufacturer <u>Wooster</u> Cat. # or Trade Name J4612 0059-74837	<u>\$13.24</u>

Pure china bristle, sealed hardwood handles, angular sash trim, rust resistant ferrule, hardened screw type nails.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>PRICE EACH</u>
<b>GROUP FOUR</b>		
23.	1-1/2" size, min. thickness 3/8", length out 2-3/8", wt. of bristle .43 min.  Manufacturer <u>Bestt Liebco/Bristol(labeled Duron)</u> Cat. # or Trade Name 011-Series	<u>\$3.19</u>
24.	2" size, min. thickness 7/16", length out 2-5/8", min. wt. of bristle .875 oz min.  Manufacturer <u>Bestt Liebco/Gold Count(labeled Duron)</u> Cat. # or Trade Name 0013-05960	<u>\$4.76</u>
25.	2-1/2" size, min. thickness 1/2", length out 2-7/8", min. wt. of bristle 1.16 oz min.  Manufacturer <u>Bestt Liebco Gold Count (labeled Duron)</u> Cat. # or Trade Name 0011-47941	<u>\$6.29</u>

TOP OF THE LINE BRUSHES

Pure china bristle, sealed hardwood handles, flash sash trim, rust resistant ferrule, hardened screw type nails.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>PRICE EACH</u>
	<b>GROUP FIVE</b>	
26.	2" size, min. thickness 9/16", length out 2-3/4", min. wt. of bristle .94 oz min.  Manufacturer <u>Bestt Liebco Gold King (labeled Duron)</u> Cat. # or Trade Name 0011-47966	<u>\$5.13</u>
27.	2-1/2" size, min. thickness 5/8", length out 2-7/8" min. wt. of bristle 1.32 oz min.  Manufacturer <u>Bestt Liebco Gold King (labeled Duron)</u> Cat. # or Trade Name 011-47974	<u>\$6.12</u>

Pure china bristle wall brush, sealed hardwood handles, rust resistant ferrule, hardened screw type nails.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>PRICE EACH</u>
	<b>GROUP SIX</b>	
28.	3" size, min. thickness 7/8", length out 3-3/8" min. wt. of bristle 2.625 oz min  Manufacturer <u>Wooster</u> Cat. # or Trade Name Z1191	<u>\$11.12</u>
29.	4" size, min. thickness 7/8", length out 3-3/4" min, wt. of bristle 3.6 oz min.  Manufacturer <u>Wooster</u> Cat. # or Trade Name Z1191 0042-68330	<u>\$13.10</u>

TOP OF THE LINE BRUSHES

Nylon-polyester filament, angular sash, sealed hardwood handles, rust resistant ferrule, hardened screw type nails.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>PRICE EACH</u>
	<b>GROUP SEVEN</b>	
30.	2" size, min. thickness 9/16", length out 2-5/8", wt. of filament 1.05 oz. min.  Manufacturer <u>Bestt Liebco/Silver Squirrel (labeled Duron)</u> Cat. # or Trade Name 0011-76221	<u>\$5.31</u>
31.	2-1/2" size, min. thickness 5/8", length out 2-7/8", wt. of filament 1.56 oz min.  Manufacturer <u>Bestt Liebco/Silver Squirrel (labeled Duron)</u> Cat. # or Trade Name 1111-47883	<u>\$6.95</u>

Nylon-polyester filament, flat sash, sealed hardwood handles, rust resistant ferrule, hardened screw type nails.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>PRICE EACH</u>
	<b>GROUP EIGHT</b>	
32.	2" size, min. thickness 9/16", length out 2-3/4", wt. of filament 1.0 oz min.  Manufacturer <u>Bestt Liebco/Silver Otter (labeled Duron)</u> Cat. # or Trade Name 0098-90583	<u>\$6.01</u>
33.	2-1/2" size, min. thickness 5/8", length out 3", wt. of filament 1.3 oz min.  Manufacturer <u>Bestt Liebco/Silver Otter (labeled Duron)</u> Cat. # or Trade Name 0011-76569	<u>\$6.56</u>

Nylon-polyester filament, wall brush, sealed hardwood handles, rush resistant ferrule, hardened screw type nails.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>PRICE EACH</u>
	<b>GROUP NINE</b>	
34.	3" size, min. thickness 7/8", length out 3-3/8", wt. of filament 2.4 oz min.  Manufacturer <u>Wooster</u> Cat. # or Trade Name J4612 0059-74837	<u>\$10.61</u>
35.	4" size, min. thickness 7/8", length out 3-7/8", wt. of filament 3.45 oz min. Manufacturer <u>Wooster</u> Cat. # or Trade Name J4612 0059-74837	<u>\$13.24</u>

ECONOMY BRUSHES - PART TWO

Enamel and wall brushes, polyester filament, smooth finish wooden or plastic handle, type trim optional, nails optional, min. of 4 per brush.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>PRICE EACH</u>
	<b>GROUP TEN</b>	
36.	Size 1", min. thickness 3/8", length out 2" min. Manufacturer <u>Wooster Q3210-0098 Series</u>	<u>\$ .96</u>
37.	Size 1-1/2", min. thickness 7/16", length out, 2-1/4" min. Manufacturer <u>Wooster Q3210-0098 Series</u>	<u>\$1.19</u>
38.	Size 2", min. thickness 7/16", length out 2-1/2" min. Manufacturer <u>Wooster Q3210-0098 Series</u>	<u>\$1.63</u>
39.	Size 2-1/2" min. thickness 1/2", length out 2-1/2" min. Manufacturer <u>Wooster Q3210-0098 Series</u>	<u>\$2.11</u>
40.	Size 3", min. thickness 1/2", length out 2-3/4" min. Manufacturer <u>Wooster Q3210-0098 Series</u>	<u>\$2.55</u>
41.	Size 4", min. thickness 7/8", length out 3" min. Manufacturer <u>Wooster Q3210-0098 Series</u>	<u>\$3.93</u>

### ECONOMY BRUSHES – PART TWO

Enamel, varnish and touch up brushes, 100% pure china bristle.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>PRICE EACH</u>
<b>GROUP ELEVEN</b>		
42.	Size ½", min. thickness ¼", length out 1-5/8" min.  Manufacturer <u>Wooster Dandy 0098 Series</u>	<u>\$.34</u>
43.	Size 1", min. thickness 5/16", length out  Manufacturer <u>Wooster Dandy 0098 Series</u>	<u>\$.39</u>
44.	Size 1-1/2", min thickness 5/16", length out 1-5/8" min.  Manufacturer <u>Wooster Dandy 0098 Series</u>	<u>\$.43</u>
45	Size 2", min. thickness 5/16", length out 1-5/8" min.  Manufacturer <u>Wooster Dandy 0098 Series</u>	<u>\$.48</u>
46.	Size 2-1/2", min. thickness 3/8", length out 1-7/8" min.  Manufacturer <u>Wooster Dandy 0098 Series</u>	<u>\$.79</u>
47.	Size 3", min. thickness 3/8", length out 1-7/8" min.  Manufacturer <u>Wooster Dandy 0098 Series</u>	<u>\$.84</u>

### PROFESSIONAL QUALITY ROLLER COVERS – PART THREE

Finest quality synthetic fabric for use with all oil, latex and epoxy paints. Heavy duty, phenolic core, for use on a smooth surface. (Domestic brands only)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>PRICE EACH</u>
<b>GROUP TWELVE</b>		
48.	Size 9", nap 3/8" minimum  Manufacturer <u>Bestt Liebco (labeled Duron)</u> 559GC 0011-49079	<u>\$1.81</u>
49.	Size 9", nap ½" minimum  Manufacturer <u>Bestt Liebco (labeled Duron)</u> Master 50 0011-78557	<u>\$1.71</u>

Natural lambs wool roller cover for semi-rough surfaces, for use with either oil base or latex paints, heavy duty phenolic core with high solvent resistant adhesive, covers combed and vacuumed to assure a smooth, uniform and line free finish. (Domestic brands only)

**PROFESSIONAL QUALITY ROLLER COVERS – PART THREE (Continued)**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>PRICE EACH</u>
<b>GROUP THIRTEEN</b>		
50.	Size 9", nap ½" min.  Manufacturer <u>Bestt Liebco (labeled Duron)</u> 9-L-10 0011-49129	<u>\$5.59</u>
51.	Size 9", nap ½" min.*  Manufacturer <u>Mega</u> 0098-Series	<u>\$9.00</u>
52.	Size 9", nap ¾" min.  Manufacturer <u>Bestt Liebco (labeled Duron)</u> 9-2-15 0011-49160	<u>\$5.97</u>
53.	Size 9", nap ¾" min.*  Manufacturer <u>Mega</u> 0098 Series	<u>\$11.97</u>
	<b>* Jumbo 2-1/4" core size</b>	

All purpose, disposable drop clothes.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>PRICE EACH</u>
<b>GROUP FOURTEEN</b>		
54.	9' x 12' - 7 oz. – 8 oz.  Manufacturer Trimaco (labeled Duron)\ 0011-51737	<u>\$9.87</u>
55.	9' x 12' - 9 oz. – 10 oz.  Manufacturer Trimaco (labeled Duron)\ 0011-51752	<u>\$12.51</u>
56.	12' x 15' - 7 oz. – 8 oz.  Manufacturer Trimaco (labeled Duron)\ 0011-86709	<u>\$16.39</u>
57.	12' x 15' - 9 oz. – 10 oz.  Manufacturer Trimaco (labeled Duron)\ 0011-51760	<u>\$20.15</u>

Lot I – Aluminum Ladders, Type 1 or Type 1A heavy or extra heavy duty industrial

ITEM NO.	DESCRIPTION	PRICE EACH	MAKE	MODEL NO.
58.	Two-section extension. Type IA, Aluminum extra heavy duty industrial 300 lbs. Werner D1500 series or approved equal.			
<b>SIZE:</b>	16 FT. 0040-34849	<u>\$142.78</u>	<u>Werner</u>	<u>D1516-2</u>
	20 FT. 0012-74018	<u>\$179.62</u>	<u>Werner</u>	<u>D1520-2</u>
	24 FT. 0011-87723	<u>\$181.53</u>	<u>Werner</u>	<u>D1524-2</u>
	28 FT. 0011-87756	<u>\$228.75</u>	<u>Werner</u>	<u>D1528-2</u>
	32 FT. 0011-87764	<u>\$257.34</u>	<u>Werner</u>	<u>D1532-2</u>
	36 FT. 0012-43492	<u>\$349.72</u>	<u>Werner</u>	<u>D1536-2</u>
	40 FT. 0011-87780	<u>\$397.48</u>	<u>Werner</u>	<u>D1540-2</u>
59.	Step ladder, Type 1, aluminum heavy duty industrial 250 lb., Werner 370 Series or approved equal.			
<b>SIZE:</b>	4 FT. 0040-04107	<u>\$57.14</u>	<u>Werner</u>	<u>374</u>
	5 FT. 0028-22203	<u>\$63.97</u>	<u>Werner</u>	<u>375</u>
	6 FT. 0011-87533	<u>\$72.13</u>	<u>Werner</u>	<u>376</u>
	8 FT. 0028-22229	<u>\$99.10</u>	<u>Werner</u>	<u>378</u>
	10 FT. 0040-02424	<u>\$139.10</u>	<u>Werner</u>	<u>3710</u>
60.	Platform ladder, Type 1A, extra heavy duty industrial aluminum 300 lb. Height measured to platform. Werner P400 Series or approved equal.			
<b>SIZE:</b>	4 FT. 0098 Series	<u>\$86.96</u>	<u>Werner</u>	<u>P404</u>
	6 FT. 0098 Series	<u>\$120.17</u>	<u>Werner</u>	<u>P406</u>
	8 FT. 0098 Series	<u>\$223.15</u>	<u>Werner</u>	<u>P408</u>
	10 FT. 0098 Series	<u>\$264.27</u>	<u>Werner</u>	<u>P410</u>
	12 FT. 0098 Series	<u>\$384.49</u>	<u>Werner</u>	<u>P412</u>
	14 FT. 0098 Series	<u>\$445.42</u>	<u>Werner</u>	<u>P414</u>

Lot I – Aluminum Ladders, Type 1 or Type 1A heavy or extra heavy duty industrial – (Continued)

ITEM NO.	DESCRIPTION	PRICE EACH	MAKE	MODEL NO.
61.	Double front mechanics step ladder, Type 1, aluminum, heavy duty industrial, Werner T370 series or approved equal.			
<b>SIZE:</b>	5 FT. 0098 Series	<u>\$87.13</u>	<u>Werner</u>	<u>T375</u>
	6 FT. 0079-47974	<u>\$121.10</u>	<u>Werner</u>	<u>T376</u>
	8 FT. 0041-20205	<u>\$157.50</u>	<u>Werner</u>	<u>T378</u>
Manufacturer: Address of Plant where items are manufactured: <u>Werner Co.</u> <u>93 Werner Road</u> <u>Greenville, PA 16125-9499</u>		Delivery: <u>5</u> days A.R.O. Do all items offered above meet with "Safety requirements for Portable Metal Ladder", ANSI #A14.2? YES X		

Lot II - Fiberglass ladders, Type 1A, extra heavy duty industrial, 300 lbs capacity.

ITEM NO.	DESCRIPTION	PRICE EACH	MAKE	MODEL NO.
62.	Two-section extension, Type 1A, fiberglass extra heavy duty industrial. Werner 7500-2 Series or approved equal. (NOTE: 40 ft. ladder may be Type 1 – all other ladders to be Type 1A)			
<b>SIZE:</b>	16 FT.	<u>\$264.00</u>	<u>Werner</u>	<u>D7516-2</u>
	20 FT.	<u>\$241.00</u>	<u>Werner</u>	<u>D7520-2</u>
	24 FT.	<u>\$330.76</u>	<u>Werner</u>	<u>D7524-2</u>
	28 FT.	<u>\$370.55</u>	<u>Werner</u>	<u>D7528-2</u>
	32 FT.	<u>\$461.00</u>	<u>Werner</u>	<u>D7532-2</u>
	36 FT.	<u>\$614.71</u>	<u>Werner</u>	<u>D7536-2</u>
	40 FT.*	<u>\$625.00</u>	<u>Werner</u>	<u>D7540-2</u>
	*250 LB. CAPACITY			
63.	Step ladder, Type 1A, extra heavy duty Industrial with pail shelf. 300 lb. Rated Werner 7400 Series or approved equal.			
<b>SIZE:</b>	5 FT. 0090-91984	<u>\$125.15</u>	<u>Werner</u>	<u>7406</u>
	6 FT. 0058-66926	<u>\$139.10</u>	<u>Werner</u>	<u>7406</u>
	10 FT.	<u>\$310.00</u>	<u>Werner</u>	<u>7410</u>



Award Notice  
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LOT III – Fiberglass ladders, Type 1, heavy duty industrial, 250 lbs. capacity

ITEM NO.	DESCRIPTION	PRICE EACH	MAKE	MODEL NO.
64.	Step ladder, Type 1, extra heavy duty industrial with pail shelf. 250 lb. Rated, Werner 6000S Series or approved equal.			
<b>SIZE:</b>	5 FT. 0061-09953	<u>\$68.00</u>	<u>Werner</u>	<u>6005S</u>
	6 FT. 0011-87590	<u>\$74.39</u>	<u>Werner</u>	<u>6006S</u>
	8 FT. 0028-24605	<u>\$109.00</u>	<u>Werner</u>	<u>6008S</u>
	10 FT .0098-Series	<u>\$123.19</u>	<u>Werner</u>	<u>6010S</u>
	12 FT. 0098-Series	<u>\$138.10</u>	<u>Werner</u>	<u>6012S</u>

## **ADDITIONAL TERMS AND CONDITIONS**

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### **7. BILLING:**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

### **8. PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

### **9. PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

### **10. ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

### **11. REQUIREMENTS:**

All paints bid and supplied under this Contract shall be **premium, top of the line** for the paint description and will carry a label to identify it as such. Specially prepared paint or labels will not be accepted.

All containers received dented or damaged shall be rejected and promptly replaced.

Bidders shall submit with their proposal, all manufacturers warranties for paints bid under this Contract. Such warranty(s) shall prevail only to the extent that they do not otherwise conflict with other contract provisions.

Paints bid for this Contract shall contain no lead or mercury products unless specifications allow for such deviations.

Each bidder must supply a current paint brush catalog and ladder catalog with their bid. The successful vendor(s) shall supply color charts for their paints to all agencies, upon request at no charge.

**11. REQUIREMENTS (Continued):**

Successful vendor(s) shall not be permitted to substitute any paint covered by this Contract without prior written approval from Government Support Services. The manufacturer's standard printed label shall be affixed to each container. Manufacturer, trade name or brand, catalog number, color and complete directions for use shall be printed on the label. The trade name or brand and catalog number must be the same product proposed for this ITB. Paint containers shall be new and of industry standards for plastic or metal construction.

All paints bid under this contract shall be manufactured and labeled to comply with all latest OSHA requirements and Federal Air Quality Control Standards Act. All paints supplied must meet State OTC-VOC regulations as of January 1, 2005.

As required in the Hazardous Chemical Information Act of June, 1984, all vendors supplying any materials that may be defined as hazardous, must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a caution warning on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in any foreseeable emergency situation. Material Safety Data Sheets must be provided with bid and included with every shipment.

Each line of color or tinted paint bid under this contract shall have no less than three (3) shades available for purchase. Additionally, standard colors, white-based, mid-tone, deep-based, accent and neutral based colors shall be included in the bid price

No material supplied under this contract shall have been in stock in excess of one (1) year from the date it was manufactured and shall have a usable shelf life of not less than one (1) year from the date it is supplied to the using agency.

**12. INSPECTION:**

Upon delivery, the material will be inspected, and if found to be defective or if it fails in any way to meet the specifications as indicated in this proposal, it may be rejected. All rejected material or shortages will be replaced by the supplier within five (5) business days.

**13. PICK UP AND SERVICE LOCATIONS:**

The successful vendor(s) must either have a service location in each county or elect to waive minimum requirements in lieu of over the counter locations. However, there must be at least one pick up location in the State.

**14. DELIVERY:**

All in-stock items must be delivered within two (2) working days. Any non-stock items must be delivered within five (5) working days after receipt of original order.

**15. CATALOGS:**

All vendors receiving an award will be required to furnish catalogs to agencies, various State departments and schools that will be using this contract. These catalogs must be made available upon request at no cost to the State.

**16. WARRANTY:**

The manufacturer's standard warranty shall apply to materials supplied under resulting contract.

**17. PRODUCT INFORMATION:**

Technical Data Sheets will be required as a part of the bid for Items #1-14. Failure to supply these may result in your bid being considered non-responsive.

**18. TRAINED PERSONNEL:**

The successful vendor must have a highly trained, qualified individual to make recommendations on product specifications and consultation on projects.

**19. HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

**20. NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

**21. FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

**22. AGENCY'S RESPONSIBILITIES:**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.